

1 BILL NO. S-81-07- 40

2 SPECIAL ORDINANCE NO. S-184-81

3
4 AN ORDINANCE approving a contract for
5 Street Improvement Resolution No.
6 5908-81, between the City of Fort Wayne,
7 Indiana, and T & F Construction Cor-
8 poration for maintenance reconstruction.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That a certain contract dated July 15, 1981,
12 between the City of Fort Wayne, Indiana, by and through its Mayor
13 and the Board of Public Works, and T & F Construction Corporation
14 for:

15 the maintenance reconstruction of
16 East Paulding Road pavement between
17 Arlene Drive on the West and East
18 to the end of concrete pavement,

19 under Board of Public Works Street Improvement Resolution No.
20 5908-81, at a total cost of \$15,692.50, all as more particularly
21 set forth in said contract which is on file in the Office of the
22 Board of Public Works and is by reference incorporated herein
23 and made a part hereof, be and the same is in all things hereby
24 ratified, confirmed and approved.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage and approval by the Mayor.

27 
28 COUNCILMAN

29 APPROVED AS TO FORM AND
30 LEGALITY JULY 24, 1981.

31 
32 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 7-28-81, the 7 day of August, 1981, at 7 o'clock M., E.S.T.

DATE: 7-28-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOSS~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>7</u>	<u>—</u>	<u>—</u>	<u>2</u>	<u>—</u>
BURNS	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
EISBART	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
GiaQUINTA	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
NUCKOLS	<u>—</u>	<u>—</u>	<u>—</u>	<u>X</u>	<u>—</u>
SCHMIDT, D.	<u>—</u>	<u>—</u>	<u>—</u>	<u>X</u>	<u>—</u>
SCHMIDT, V.	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
SCHOMBURG	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
STIER	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
TALARICO	<u>X</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 8-11-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) - (GENERAL) - (ANNEXATION) - (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-184-81

on the 11th day of August, 1981.

ATTEST:
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)
James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of August, 1981, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 12th day of August, 1981, at the hour of 3:00 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-07-40

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Street Improvement Resolution
No. 5909-81, between the City of Fort Wayne, Indiana,
and T & F Construction Corporation for maintenance
reconstruction

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE 98 PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JAMES S. STIER

MARK E. GiaQUINTA

DONALD J. SCHMIDT

8-181

8-11-81 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK

PROJECT EAST PAULDING ROAD - PAVEMENT REPAIR BID ANALYSIS SHEET

DATE 6-10-81 RES. NO. 5908-81

MATERIAL CONCRETE

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

[illegible]



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 22, 1981

The Common Council
Fort Wayne, Indiana 46802

SUBJECT: STREET ENGINEERING IMPROVEMENT RES.5908-81, EAST PAULDING ROAD
MAINTENANCE PAVEMENT RECONSTRUCTION.
Gentlemen and Mrs. Schmidt:

The Contract for the East Paulding Rd. Maintenance Pavement Reconstruction has been awarded to T & F Construction Company. This is to improve by maintenance reconstruction of East Paulding Road pavement between Arlene Drive on the west and east to the end of concrete pavement as shown on the plan.

The cost of said improvement, \$15,692.50, shall be paid jointly by City Water Pollution Control Maintenance and City Street Engineering Departments.

Because of the construction season schedule, the Board of Public Works respectfully requests "Prior Approval". Special Ordinance for formal approval will be submitted in the near future.

Sincerely,

BOARD OF PUBLIC WORKS

Betty R. Collins
CITY OF FORT WAYNE

Win Moses, Jr.
WIN MOSES, JR., MAYOR

sa
approved:

Samuel Telanico
Mark E. G. Smith
John F. Schmit
John F. Schmit
John F. Schmit
attest:
Charles W. Westerman
Charles Westerman, City Clerk

CONTRACT

71-5-22.

7/15/81

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5908-81 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before July 30, 1981 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

ATTEST:

V. L. Miller
V. L. Miller
Corporate Secretary-Treasurer

City of Fort Wayne, By and Through:

Richard D. Miller
Richard D. Miller
Its Board of Public Works and Mayor.

T & F CONSTRUCTION CORPORATION

BY: J. L. Taber J. L. Taber

ITS: President
Contractor, Party of the First Part.

ATTEST:

Sandra Kennedy
Secretary and Clerk

Richard D. Miller
ASSOCIATE CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

FOR STREET OR ALLEY

No. **5908** - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by maintenance reconstruction of East Paulding Road
pavement between Arlene Drive on the west and east to the end of concrete pavement as
shown on plan.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
 Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
 will be to the general public of the City of Fort Wayne and that no special benefits
 will accrue to any property owner adjoining said improvement or otherwise assessable
 under said improvement. The cost of said improvement shall be paid jointly by City
 Water Pollution Control Maintenance and City Street Engineering Departments.

Adopted, this _____ day of _____

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

{ _____

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F CONSTRUCTION CORPORATION
as Principal, and the Fidelity & Deposit Co. of Maryland

_____, a corporation organized under the laws of the
State of Maryland, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of FIFTEEN THOUSAND, SIX
HUNDRED AND NINETY-TWO DOLLARS AND FIFTY CENTS -----

(\$15,692.50-----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19____,
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5908-81

To improve by maintenance reconstruction of East Paulding Road pavement between
Arlene Drive on the west and east to the end of concrete pavement as shown on
plan.

at a cost of \$ 15,692.50-----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS; the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T & F CONSTRUCTION CORPORATION
(Contractor)

BY: J. L. Taber J. L. Taber

ITS: President

ATTEST:

V. L. Miller
(Title) V. L. Miller
Secretary-Treasurer

Fidelity & Deposit Co. of Maryland
Surety

*BY: Dorothy Jean Ellis
Authorized Agent
(Attorney-in-Fact)

Dorothy Jean Ellis

*If signed by an agent, power of attorney must be attached

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, deeds, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Iynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Chammess, Dorothy Jean Ellis, Janet L. Turner, David M. Matherly, all of Richmond, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, etal, dated, September 27, 1979 and on behalf of Jerry J. Dils, etal, dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 19 81.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C. W. Robbins
Assistant Secretary

By C. M. Pecot, Jr.
Vice-President

STATE OF MARYLAND } SS:
CITY OF BALTIMORE

On this 10th day of February, A.D. 19 81, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and swear, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Barth J. Talbot
Notary Public Commission Expires JULY 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 2nd day of July, 19 81.

[Signature]
Assistant Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- T & F CONSTRUCTION CORPORATION -----
(Name of Contractor)
----- P.O. Box 27, Hagerstown, Indiana 47346 -----
(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)
and Fidelity and Deposit Co. of Maryland
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIFTEEN THOUSAND, SIX HUNDRED AND NINETY-TWO DOLLARS AND FIFTY CENTS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, for the construction of:

Resolution No. 5908-81

To improve by maintenance reconstruction of East Paulding Road pavement between Arlene Drive on the west and east to the end of concrete pavement as shown on plan.

at a cost of FIFTEEN THOUSAND, SIX HUNDRED AND NINETY-TWO DOLLARS AND FIFTY CENTS (\$ 15,692.50-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in Three (3) counter-
(number)
parts, each one of which shall be deemed an original, this _____ day of
_____, ~~XXXX~~ 1981.

(SEAL)

ATTEST:

V. L. Miller V. L. Miller
(Principal) Secretary-Treasurer

Bonita J. Kerney
Witness as to Principal Bonita J. Kerney

P.O. Box 27
(Address)

Hagerstown, Indiana 47346

Martha A. Hurst
Witness as to Surety

P.O. Box 906
(Address)

Richmond, Indiana 47374

T & F CONSTRUCTION CORPORATION
Principal

BY J. L. Taber J. L. Taber

President
(Title)

P.O. Box 27, Hagerstown, IN. 47346
(Address)

Fidelity & Deposit Co. of Maryland
Surety
BY Dorothy Jean Ellis
Attorney-in-Fact
(Authorized Agent)
Dorothy Jean Ellis

P.O. Box 906
(Address)

Richmond, Indiana 47374

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

Sec. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Channess, Dorothy Jean Ellis, Janet L. Turner, David N. Matherly, all of Richmond, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, et al, dated, September 27, 1979 and on behalf of Jerry J. Dils, et al, dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 19 81.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



STATE OF MARYLAND } ss:
CITY OF BALTIMORE

On this 10th day of February, A.D. 19 81, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 2nd day of July, 19 81.

C. W. Robbins
Assistant Secretary

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE 1981.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.00	.55	1.25			3¢ 1f
BOILERMAKER	S	16.00	1.37½	1.40		3¢	
BRICKLAYER	S	13.11	.67	.80		2¢	6 1f
CARPENTER (BUILDING)	S	12.30	.70	6¢		2¢	4 1f
(HIGHWAY)	S	12.73	.80	.80		5¢	2 1f
CEMENT MASON	S	11.85	.75	.80		2¢	
ELECTRICIAN	S	14.85	.55	3¢+.70		6¢	15 1f
ELEVATOR CONSTRUCTOR	S	13.53½	1.19½	.95	8¢	3½¢	
GLAZIER	S	12.39		.25	.40	6¢	31¢ holiday
IRON WORKER	S	14.20	1.00	1.60		4¢	25¢ annuity
LABORER (BUILDING)	S-SS	9.35-10.35	.85	.75		9¢	2 1f
(HIGHWAY)	US						
(SEWER)	S-US-SS	9.75-10.60	1.00	.75		9¢	
	S-US-SS	9.75-10.60	1.00	.75		9¢	
LATHER	S	12.33		.80		1¢	3 1f
MILLWRIGHT & PILEDRIVER	S	12.70	.70	6¢		2¢	4 1f
OPERATING ENGINEER (BUILDING)	S-SS	9.40-14.00	.75	.90		10¢	
(HIGHWAY)	US						
(SEWER)	S-SS-US	9.29-12.44	.75	.65		10¢	
	S-SS-US	9.29-12.44	.75	.65		10¢	
PAINTER	S	10.70-11.70	.60	1.00		12¢	6¢ misc.
PLASTERER	S	12.30	.60	.80			
PLUMBER & STEAMFITTER	S	15.12	.85	1.30		7¢	7¢ 1f
MOSAIC & TERRAZZO GRINDER	S	9.50-11.50					
ROOFER	S	12.90		.40			
SHEETMETAL WORKER	S	14.16	.92	1.01		15¢	48 sasmi
	S-SS		36.50pw				15 1f
TEAMSTER (BUILDING)	US	10.60½-11.55½		41.00pw			
(HIGHWAY)	S-SS-US	10.21-10.81	34.50pw	41.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF April, 1981

Lee Stone
 REPRESENTING GOVERNOR, STATE OF INDIANA

Robert Anderson
 REPRESENTING THE AWARDED AGENT.

Frank M. Price
 REPRESENTING STATE A.F.L. & C.I.O.

5375
TITLE OF ORDINANCE STREET IMPROVEMENT RES. 5908-81, MAINTENANCE RECONSTRUCTION OF EAST PAULDING RD

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

81-07-40
SYNOPSIS OF ORDINANCE STREET IMPROVEMENT RESOLUTION 5908-81 FOR THE MAINTENANCE RECONSTRUCTION
OF EAST PAULDING ROAD PAVEMENT BETWEEN ARLENE DRIVE ON THE WEST AND EAST TO THE END
OF CONCRETE PAVEMENT . T & F CONSTRUCTION CORPORATION AWARDED THE CONTRACT.
PRIOR APPROVAL LETTER ACQUIRED AND ATTACHED.

EFFECT OF PASSAGE MAINTENANCE RECONSTRUCTION OF THE EAST PAULDING ROAD.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT OCCUR.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$15,692.50 to be
paid jointly by City Utilities and City Street Engineering Departments.

ASSIGNED TO COMMITTEE

sa